

## TRANSIT JOINT PARTICIPATION AGREEMENT PART II.

### 1. ACKNOWLEDGMENT OF FUNDING AND AGREEMENT

The AGENCY shall clearly set forth in any statement, press release, request for proposals, bid solicitations, or other documents describing projects or programs funded in whole or part with funds from this AGREEMENT:

- the percentage of the total cost of the project financed with Federal transit Administration (FTA) assistance and/or State Transit Assistance (STA),
- the dollar amount of FTA and/or STA assistance for the project, if over \$500,000.00.
- the fact that such funding has been obtained through an agreement with the Iowa Department of Transportation (the "DEPARTMENT").

### 2. PROVISION OF SERVICE OPEN TO THE PUBLIC

- A. All services funded under this agreement shall be open to the general public.
- B. The AGENCY shall advertise its public transit operations throughout its service area. The advertisements shall be published under "Bus Lines" in the yellow pages of each major telephone directory covering AGENCY's service area. The AGENCY shall, at a minimum, list ride request phone numbers for the phone book coverage area.

### 3. PURCHASE OF PROPERTY AND SERVICES

- A. All procurement(s) or construction(s) under this AGREEMENT shall be the responsibility of the AGENCY, subject to the following procedural guidance listed for each type of contract and subject to the oversight of the DEPARTMENT.

#### (1) FTA DISCRETIONARY CAPITAL ASSISTANCE AGREEMENT (Section 5309)

Appendices A through W listed under "*Appendix Index November 1999*" of the "Agreement Binder for Funding Assistance Programs" shall apply with the following exceptions:

- i. Appendices C and D do not apply
- ii. Chapters 920, 921, and 923 in Appendix E do not apply
- iii. Special Section Special Section 13(c) Warranty for Application to the Small Urban and Rural Program (5311) section of Appendix O does not apply

#### (2) FTA ELDERLY AND DISABLED ASSISTANCE AGREEMENT (Section 5310)

Appendices A through W listed under "*Appendix Index November 1999*" of the "Agreement Binder for Funding Assistance Programs" shall apply with the following exceptions:

- i. Appendices B and C do not apply
- ii. Chapters 920, 921, and 923 in Appendix E do not apply

#### (3) FTA NON-URBAN CAPITAL ASSISTANCE AGREEMENT (Section 5311)

Appendices A through W listed under "*Appendix Index November 1999*" of the "Agreement Binder for Funding Assistance Programs" shall apply with the following exceptions:

- i. Appendices B and C do not apply
- ii. Chapters 920, 921, and 923 in Appendix E do not apply
- iii. Arrangement Pursuant to Section 13(c) of the Federal Transit Act Protecting Workers Represented by the Amalgamated Transit Union for Statewide Capital Projects (5309) section of Appendix O does not apply.

#### (4) FTA NON-URBAN OPERATING ASSISTANCE AGREEMENT (Section 5311)

Same as FTA Non-Urban Capital Grant Agreement

#### (5) FTA NON-URBAN INTERCITY BUS ASSISTANCE AGREEMENT (Section 5311)

Same as FTA Non-Urban Capital Grant Agreement with the exception that the word "CARRIER" replaces the word "AGENCY" throughout the exhibit.

#### (6) JOB ACCESS/REVERSE COMMUTE ASSISTANCE AGREEMENT (Section 3037)

Appendices A through W and Appendix Y listed under "*Appendix Index November 1999*" of the "Agreement Binder for Funding Assistance Programs" shall apply with the following exceptions and additions.

- i. Appendices B, C, and D do not apply
- ii. Chapters 920, 921, and 923 in Appendix E do not apply
- iii. Special Section 13 (c) Warranty for Application to the Small Urban and Rural Program (5311) section of Appendix O does not apply
- iv. Department of Labor referral dated July 8, 1999, and Amalgamated Transit Union letter dated July 20, 1999 are added to Appendix O and shall apply

(7) STATE TRANSIT ASSISTANCE AGREEMENT

Only the following appendices listed under “*Appendix Index November 1999*” of the “Agreement Binder for Funding Assistance Programs” shall apply:

- i. Appendix E, chapters 910, 920, and 921
- ii. Appendices F, N, S, T, U, and W

- B. The AGENCY may conduct its own procurement of vehicles and equipment, or participate in a consortium procurement, or request that the DEPARTMENT bid and purchase vehicles and equipment on behalf of the AGENCY. Acquisition or construction of real property may be conducted by the AGENCY or its agents. All references herein to procedural requirements for the AGENCY shall apply to the administrator of a consortium procurement or to any other agent acting on behalf of the AGENCY.
- C. The AGENCY shall submit bid specifications for projects over \$25,000 to the DEPARTMENT for approval by the DEPARTMENT prior to release of those specifications to possible bidders.
- D. The AGENCY shall submit any requests for changes or clarifications in the bid specifications by the equipment/facility bidders, and any responses to such requests to the DEPARTMENT for their concurrence in such response on all projects over \$25,000. The DEPARTMENT shall concur in the bid award prior to any agreement or contract being executed for the PROJECT property bid.
- E. Any property purchased and/or any land on which facilities are to be constructed under this AGREEMENT shall be free of all legal encumbrance and a legal description of the designated tract of land shall be on file with the AGENCY.
- F. The following required provision shall be included in any advertisement of invitation to bid for any procurement over \$25,000 under this AGREEMENT.

*Statement of Financial Assistance:*

*This procurement is subject to a financial assistance contract, and to the conditions and the terms of said contract, between the State and the Federal Transit Administration.*

4. TITLE TO PROJECT PROPERTY

Title to all property purchased or constructed pursuant to this AGREEMENT shall rest with the AGENCY. However, the federal government retains a financial interest in any property purchased under this AGREEMENT which equals the original federal participation percentage times the current value.

5. USE AND MAINTENANCE OF PROJECT PROPERTY

- A. The AGENCY agrees that all property purchased or constructed pursuant to this AGREEMENT shall be used for the provision of public passenger transportation service (other than charter or exclusive school bus services prohibited by FTA) within the area described in the application for the useful life of the property as determined by the DEPARTMENT.
- B. The AGENCY shall maintain all property purchased or constructed pursuant to this AGREEMENT, at a high level of cleanliness, safety and mechanical soundness throughout collision damage and/or glass breakage. The cost of such maintenance shall be the full responsibility of the AGENCY. The DEPARTMENT and/or FTA shall have the right to conduct periodic inspection for the purpose of confirming proper maintenance pursuant to this paragraph.

6. DISPOSITION OF PROJECT PROPERTY

- A. If the property is not continuously used for public passenger transportation in a manner similar to that intended by the application, the AGENCY shall immediately notify the DEPARTMENT. The DEPARTMENT shall then determine whether the property should be transferred to another duly designated public transit system for continued use in public transportation.

If the DEPARTMENT determines there is no need for the property, after making the equipment available for transfer, the DEPARTMENT may authorize local disposal. Upon receipt of such authorization, the AGENCY shall then dispose of such property in accordance with 49 CFR 18 (Appendix T). The following represents a summary of those provisions:

- (1) If the property is "retained" by the AGENCY, the AGENCY shall reimburse the DEPARTMENT either an amount equal to the federal and or state interest in the fair market value of the property, based upon expert and objective appraisal, which value must be approved in writing by the DEPARTMENT, or, for federally funded projects, if required by FTA, an amount equal to the federal financial interest in the value of the property as determined through straight line depreciation from the original price.
- (2) If the property is sold, it shall be sold by the AGENCY, at the highest price obtainable at public or private sale, subject to written approval of the sale price by the DEPARTMENT for capital items sold at greater than \$5,000. The federal financial interest in the net sale price (less expense of the sale) shall be paid to the DEPARTMENT, or, if required by FTA the amount paid to the DEPARTMENT shall be based on the federal financial interest in the value of the property as determined by straight line depreciation from the original price. Proceeds from disposal of capital property under \$5,000 must be applied to the transit program.

B. If the property is not maintained in usable condition, it shall be considered to not be in continuous use for public transportation service under this paragraph.

7. TITLE VI-NON DISCRIMINATION

The AGENCY will comply with all the requirements imposed by FTA's circular implementing Title VI of the Civil Rights Act of 1964 found in Appendix N in the agreement binder and hereby made a part of this AGREEMENT.

8. EQUAL EMPLOYMENT OPPORTUNITY

- A. In connection with the execution of this agreement, the AGENCY shall comply with the requirements of FTA's Circular implementing EEO and not discriminate against any employee or applicant for employment because of race, age, disability, religion, color, sex, or national origin.

The AGENCY shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, special needs, religion, color, sex, or national origin. Such actions shall include, but not limited to the following: employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), procurement of materials, and leases of equipment.

The AGENCY shall not participate either directly or indirectly in prohibited discrimination.

- B. In all solicitations either by competitive bidding or negotiation made by the AGENCY for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the AGENCY of the AGENCY's obligations under the AGREEMENT relative to non-discrimination on the grounds of race, age, disability, color, sex, national origin, or religion.

9. DISADVANTAGED BUSINESS ENTERPRISES

- A. The AGENCY or its subcontractors agrees to ensure that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 23, have the maximum opportunity to Participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this AGREEMENT. (Appendix R)
- B. The AGENCY or its subcontractors agrees to take all necessary and reasonable steps to help the DEPARTMENT to attain its required goal of federally funded outside contracting opportunities be awarded to DBE's certified by the DEPARTMENT. The AGENCY shall make a good faith effort to assist the DEPARTMENT in meeting this goal.
- C. Failure to carry out the specified efforts for DBE goal attainments shall be treated as a violation of this AGREEMENT. Upon notification to the AGENCY of its failure to carry out the approved program, the DEPARTMENT and/or FTA shall impose such sanctions (including but not limited to the withholding of funds, repayment of funds already paid this AGREEMENT) as it deems necessary and appropriate. (Refer to Sections 18 and 20 of this EXHIBIT.)

10. NONDISCRIMINATION ON THE BASIS OF DISABILITY

The AGENCY agrees to comply with the provisions of The Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and applicable Federal regulations relating thereto, issued by the U.S. Department of Transportation (49 CFR 27) and 49(CFR 37), prohibiting discrimination against otherwise qualified individuals with disabilities under any program or activity receiving federal financial assistance covered by this Joint Participation AGREEMENT. (Appendices K, L, and O).

11. ELIGIBLE COSTS / DOCUMENTATION OF COSTS

- A. Eligible costs are those costs attributable to the specific work covered by this AGREEMENT and allowable under the provisions of Office of Management and Budget, Circular A-87, Attachment B "Selected Items of Cost," and Uniform Administration Requirements "Common Rule" 49 CFR 18 (Appendices S and T).
- B. No cost incurred by the AGENCY or any of its sub-contractors prior to the starting date or after the ending date of Joint Participation AGREEMENT will be eligible for reimbursement under this AGREEMENT unless a "Blanket waiver of no prejudice" has been authorized by FTA for federally funded projects or the Department on state funded projects.
- C. All costs to be reimbursed under this AGREEMENT shall be supported by properly executed payrolls, time records, invoices, vouchers, warrants, contracts, and any other support evidencing that those costs were specifically incurred and paid. All documentation of reimbursable costs shall be clearly identified and readily accessible.

12. PAYMENT REQUESTS

- A. The AGENCY may submit progressive requests for reimbursement to the DEPARTMENT covering those eligible costs which have been incurred by the AGENCY.
- B. The AGENCY shall submit reimbursement requests to the DEPARTMENT no later than sixty (60) days after the expiration date of this agreement. (If possible, requests for reimbursement of expenditures through June 30th should be submitted prior to August 15th to facilitate the tracking of expenditures by fiscal year which is now required of state agencies.)
- C. Reimbursement requests shall be itemized by PROJECT ELEMENT so as to allow the DEPARTMENT to verify that the costs conform to the AGREEMENT budget and are consistent with the bids approved by the DEPARTMENT.
- D. All requests for reimbursement must be accompanied by appropriate invoice(s) from vendor(s) and /or timesheets and documentation of labor costs. If the AGENCY is proposing to retain any portion of the amount(s) documented in accompanying invoice(s), the AGENCY must clearly state in the request for reimbursement, the amount which already has been paid to the vendor (or will be within three days of receiving payment from the DEPARTMENT), versus the amount which is proposed to be retained from the vendor(s) until satisfaction of specific identified delivery deficiencies.
- E. The AGENCY agrees to submit any additional data and information as the DEPARTMENT may require to justify and support said PROJECT costs and payments.

13. PAYMENTS / WITHHOLDING PAYMENTS

- A. The DEPARTMENT shall, after delivery of goods/services and full or partial acceptance of the same by the AGENCY, and upon receipt of a proper payment request with sufficient documentation, reimburse the AGENCY the lesser of:
  - (1) The ceiling amount for the PROJECT ELEMENT identified in the AGREEMENT. (If a PROJECT ELEMENT includes purchase of multiple units and not all have been purchased the PROJECT ELEMENT ceiling shall be prorated to reflect this.)
  - (2) The amount calculated by multiplying the federal participation percentage identified in the AGREEMENT by actual eligible costs attributed to the PROJECT ELEMENT. Adjustment(s) will be made to reflect any retention amount.
- B. The DEPARTMENT may deny part or all of any payment request from the AGENCY that the DEPARTMENT feels is not warranted or justified.
- C. For any individual PROJECT ELEMENT not implemented by the AGENCY prior to the expiration date of this AGREEMENT, there will be no reimbursement by the DEPARTMENT.
- D. If the AGENCY has received a loan from the DEPARTMENT, payments on the loan must be current, according to the payback plan on file with the DEPARTMENT. If loan payments are not current, the DEPARTMENT may, at its discretion, withhold payment(s) under this AGREEMENT until the loan payments are current.

- E. The DEPARTMENT may, at its discretion, withhold payment(s) under this AGREEMENT if the AGENCY is not current in its submission of required reports to the DEPARTMENT.
- F. The AGENCY shall pay vendor(s) within three (3) days of receiving payment from the DEPARTMENT.

14. INTEREST EARNED ON ADVANCE PAYMENTS

Any revenue generated by interest payments on advance funds received by the AGENCY under this AGREEMENT shall be credited to the PROJECT or repaid to the Department.

15. PROPERTY INVENTORY

- A. The AGENCY agrees, within 45 days of acceptance of vehicles, equipment, or facilities financed through this AGREEMENT, to submit an inventory report utilizing report forms supplied or approved by the DEPARTMENT.
- B. The AGENCY agrees, until final disposition of vehicles, equipment, facilities financed through this AGREEMENT, to provide annual updates to the inventory reports, with the effective date of the update to be specified by the DEPARTMENT.
- C. The AGENCY agrees, within 45 days after disposition of vehicles, equipment, or facilities financed through this AGREEMENT (consistent with Section 5), to submit a disposition report utilizing reporting forms supplied or approved by the DEPARTMENT.

16. AUDIT AND INSPECTION OF BOOKS

- A. The AGENCY shall be responsible for seeing that a set of accounts is established to which all transportation related costs, revenues, and operating sources are recorded so that they may be clearly identified, easily traced, and substantially documented.
- B. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures.
- C. The AGENCY shall secure an audit which shall include an identification of the fully-allocated costs of the AGENCY's public transit program and list all sources of funding which contributed to the support of these costs (State Transit Assistance and FTA funds received for transit operation, capital or planning activities by individual contract). The audit shall otherwise conform to all requirements of OMB Circular A-133, as appropriate (Appendix W). The AGENCY is exempt from Federal audit requirements for any year in which the AGENCY expends less than \$300,000 in Federal awards, except as noted in OMB Circular A-133, Subpart B, Section .215(a), but records must be available for review or audit by appropriate officials of the DEPARTMENT, the FTA, or the U.S. General Accounting Office
- D. Two (2) copies of the audit prescribed in "C" above shall be sent to the DEPARTMENT by the AGENCY. The required A-133 audit is to be submitted to the DEPARTMENT no later than one (1) year from the date of AGREEMENT termination as shown on the cover page of this AGREEMENT. (Refer to Section 17 for the DEPARTMENT address).
- E. The AGENCY shall require its contractors to permit the DEPARTMENT's authorized representative to inspect all work materials, records, and any other data with regard to the AGREEMENT.
- F. All records applicable to the PROJECT must be retained and available to the DEPARTMENT and FTA for a period of three (3) years after the issuance of the audit report. The AGENCY shall provide copies of said records and documents to the DEPARTMENT and FTA upon request.
- G. The AGENCY shall provide all information and reports required by the DEPARTMENT, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance. Whereas any information required of the AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, the AGENCY shall so certify to the DEPARTMENT and shall set forth what efforts it has made to obtain the information.

17. PERIODIC AND ANNUAL REPORTS

- A. The AGENCY agrees to supply such periodic reports as may be required by the DEPARTMENT, utilizing report forms supplied or approved by the DEPARTMENT. These reports include, but are not limited to:

- (1) Quarterly Statistical Report (due within 45 days from the end of each quarter),
- (2) Quarterly Fuel Tax Reports (filed within 30 calendar days of the end of the reporting quarter),
- (3) [for Intercity Bus Assistance Agreements only] Quarterly report of number of Iowa passengers by origins and destinations and the location of ticket sales (due 45 days from end of quarter),
- (4) [for JARC recipients only] Quarterly report of JARC activity per FTA requirement),
- (5) Semi-annual report of DBE activity (due 45 days following end of first and third calendar quarters),
- (6) Year-end Statistical Report (due 45 days from end of state fiscal year), and
- (7) Year-end Odometer Readings (due 45 days from end of state fiscal year).

18. REPORT SUBMISSIONS

Quarterly Fuel Tax Report send to:

***Office of Motor Carrier Services  
Fuel Tax Section  
Iowa Department of Transportation  
100 E Euclid  
Des Moines, IA 50313***

All other reports and submissions from the AGENCY concerning this AGREEMENT shall be sent to:

***Office of Public Transit  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, Iowa 50010***

19. CONTRACT NONPERFORMANCE

A. In the event of the AGENCY's noncompliance with the provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the AGENCY under the contract until the AGENCY complies, and/or
- (2) Cancellation, termination, or suspension of the contract, in whole or in part.

B. If at any time it is determined by the DEPARTMENT that there is any outstanding right or claim of right in or to the PROJECT property, the existence of which creates an undue risk of interference with the operation of the PROJECT or the performance of the covenants of the AGENCY herein contained, the AGENCY will acquire, extinguish or modify said right of claim in a manner acceptable to the DEPARTMENT.

C. The AGENCY will promptly, upon written notification, reimburse the DEPARTMENT for any justified audit exceptions. If reimbursement of audit exceptions is not made to the DEPARTMENT within 30 days of said written notification, the DEPARTMENT may recover such reimbursements from subsequent public transit AGREEMENTS at the DEPARTMENT's discretion.

20. SETTLEMENT OF DISPUTES

The DEPARTMENT will, in all cases, decide any and all questions which may arise concerning a question of fact in connection with the items covered by AGREEMENT, or between the parties of this AGREEMENT.

21. TERMINATION OR SUSPENSION OF PROJECT

A. Termination or Suspension Generally--if the AGENCY abandons or before completion, finally discontinues the PROJECT; or if, by reason of any of the events or reasons, the commencement, prosecution or timely completion, of the PROJECT by the AGENCY is rendered improbable, infeasible, impossible, or illegal, the DEPARTMENT may, by written notice to the AGENCY suspend any or all of its obligations under this AGREEMENT until such time as the event or condition resulting in such suspension has ceased or been corrected, or the DEPARTMENT may terminate any of this obligation under this AGREEMENT.

- B. Action Subsequent to Notice of Termination or Suspension --Upon receipt of any final termination or suspension notice under this Section, the AGENCY shall proceed promptly to carry out the actions required which may include any or all of the following:

- (1) Taking any necessary action to terminate or suspend, as the case may be, PROJECT activities and contracts and,
- (2) Furnishing a statement of the status of the PROJECT activities as well as a proposed schedule, plan and budget for terminating or suspending and closing-out PROJECT costs.

The closing out shall be carried out in conformity with the latest schedule, plan and budget within a reasonable time. Reimbursement to the AGENCY in the event of termination shall be for actual costs in accordance with Sections 10 and 12 of this AGREEMENT.

- C. Other conditions--Notwithstanding any other provisions of this AGREEMENT, the DEPARTMENT may elect by notice in writing not to make a payment to the AGENCY if any of the following conditions of termination or suspension exist, as determined by the DEPARTMENT.

- (1) The AGENCY shall have made misrepresentation of a material nature in its application, or any supplement or amendment, or with respect to any document or data furnished.
- (2) There is pending litigation with respect to the performance by the AGENCY of any of its duties or obligations which may jeopardize or adversely affect the PROJECT, the AGREEMENT, or payments to the PROJECT.
- (3) The AGENCY shall have taken an action pertaining to the PROJECT which, under the established procedures required the prior approval of the DEPARTMENT, or shall have proceeded to make related expenditures or incur related obligations without having been advised by the DEPARTMENT that the same are satisfactory.
- (4) There has been any violation of the conflict of interest provisions contained herein.
- (5) The AGENCY shall be in default under any of the provisions contained herein.

22. RENEWAL, RENEGOTIATION AND MODIFICATION

The DEPARTMENT or AGENCY may, from time to time, request changes in the scope of services and/or the time of performance. Such changes, including any increase in the amount of compensation to the AGENCY which are mutually agreed upon by and between the DEPARTMENT and the AGENCY, shall be incorporated in written amendments to this AGREEMENT.

23. HOLD HARMLESS

A. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The AGENCY shall be responsible for all damages to life, body, and property due to the activities of the AGENCY and its agents or employees, in connection with their services under this AGREEMENT, and agrees to pay costs, charges, expenses or incurred liabilities to said agents or employees arising hereunder. The AGENCY specifically agrees that its agents or employees shall possess the experience, knowledge, and character to qualify them individually for the particular duties they perform. Further, it is understood and agreed that the AGENCY shall indemnify and save and hold harmless the DEPARTMENT, its officers, employees, the State of Iowa, and the Federal Government for all claims, suits, actions, damages, and costs, whether real or asserted, arising out of any negligent act or omission, whether real or asserted, on the part of the AGENCY, its officers, agents and employees or subcontractors which may result from their operations in connection with the work to be performed or losses due to performance of equipment purchased under this project.

B. LIABILITY OF THE DEPARTMENT

The DEPARTMENT shall not be obligated or liable hereunder to any party other than the AGENCY.

24. ASSIGNABILITY AND SUBCONTRACTING

- A. Subcontracting, assignment, or transfer of all or part of the duties, activities, and responsibilities the AGENCY is obligated to perform by the terms of this AGREEMENT are prohibited except with the prior written approval of the DEPARTMENT. Transit service contracts which provide another party any degree of control over transit service design, scheduling or rider selection are also prohibited without prior written approval of the DEPARTMENT. In the event the DEPARTMENT gives such approval, the party or parties to whom such work is subcontracted, assigned or transferred or which receives any degree of control over services shall be bound and obligated by the terms and conditions of this AGREEMENT as fully and completely as the AGENCY.
- B. The AGENCY shall take such action with respect to any subcontract or procurement as the DEPARTMENT may direct as enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the AGENCY becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the AGENCY may request the DEPARTMENT to enter into such litigation to protect the interests of the State.

25. INTEREST AND PROHIBITED INTEREST

- A. The AGENCY shall insert in all contracts entered into in connection with the PROJECT or any property included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provisions:

“No member, officer or employee of the AGENCY during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this subsection shall not be applicable to any agreement between the AGENCY and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Government agency.

- B. Neither the AGENCY nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement, in connection with the PROJECT or any property included or planned to be included in the PROJECT in which any member, officer, or employee of the AGENCY during his tenure or for one year thereafter has any interest, and if such interest is immediately disclosed to the AGENCY, the AGENCY with the prior approval of the DEPARTMENT may waive the prohibition contained in this subsection; provided, that any such present member, office, or employee shall not participate in any action by the AGENCY relating to such contract, subcontract or arrangement.
- C. No member or delegate to the Iowa State Legislature or to the Congress of the United States shall be admitted to any share or part of the AGREEMENT or any benefit arising therefrom.

26. ADDITIONAL AGREEMENT PROVISIONS

Some miscellaneous general provisions not included elsewhere in the AGREEMENT are as follows:

A. ENTIRE AGREEMENT

This agreement expresses the entire AGREEMENT between parties and no representations, promised or warranties have been made by either of the parties that are not fully expressed herein concerning this PROJECT(S).

B. SAVINGS CLAUSE

If any provision of this AGREEMENT is held invalid, the remainder of the AGREEMENT shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

C. WORDING

All words used herein the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular, all words used in any gender shall extend to and include all genders.

D. BONUS AND COMMISSION PROHIBITION

By execution of the AGREEMENT, the AGENCY represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for financing hereunder.

E. SUCCESSORS AND ASSIGNS

It is further understood that this AGREEMENT and all contracts entered into under the provisions of this AGREEMENT shall be binding upon the DEPARTMENT and AGENCY and their successors and assigns.



F. COMPLIANCE WITH LAWS

- (1) The AGENCY agrees to comply with all Federal, State and local laws, ordinances and resolutions applicable to the prosecution of the work covered by this AGREEMENT.
- (2) It is specifically understood and agreed by the parties hereto that participation by the DEPARTMENT in this PROJECT requires compliance with the rules as defined under Iowa Administrative Code 761, which are herein incorporated by reference and made part of this EXHIBIT.

G. COPYRIGHT PROHIBITION

No reports, maps, or other documents produced in whole or in part under this AGREEMENT shall be the subject of an application for copyright by or on behalf of the AGENCY.

H. AGREEMENT EXECUTION

This agreement shall be simultaneously executed in no less than three (3) counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

I. INSURANCE

The AGENCY shall obtain insurance adequate to protect the PROJECT property and equipment as well as public liability insurance with the following minimum coverages:

Commercial Automobile Liability - combined single limit \$1,000,000.

27. LABOR PROTECTION PROVISIONS

A. (FOR FTA NON-URBANIZED ASSISTANCE AND INTERCITY BUS ASSISTANCE AGREEMENTS ONLY)

The AGENCY by becoming a signatory of this AGREEMENT, agrees to comply with the requirements of 49 U.S.C. 5333(b) (formerly known as Section 13(c) of the Federal Transit Act) as stipulated in the Special 13(c) Warranty developed by the U.S. Department of Labor (found in Appendix O of the Agreement Binder). The AGENCY also agrees to bear full financial responsibility, and hold the DEPARTMENT harmless, for any employee impacts as a result of this project.

B. (For FTA DISCRETIONARY CAPITAL ASSISTANCE AGREEMENTS ONLY)

For AGENCIES without individual local "13(c)" agreements with the Amalgamated Transit Union or other unions:

The AGENCY by becoming a signatory of this AGREEMENT, agrees to comply with all requirements of 49 U.S.C. 5333(b) (formerly known as Section 13(c) of the Federal Transit Act) and the "13(c)" arrangement between the Amalgamated Transit Union and the DEPARTMENT (found in Appendix O of the Agreement Binder). The AGENCY also agrees to bear full financial responsibility, and hold the DEPARTMENT harmless, for any employee impacts as a result of this project.

For AGENCIES with individual local "13(c)" agreements with the Amalgamated Transit Union or other unions:

The AGENCY by becoming a signatory of this AGREEMENT, agrees to comply with all requirements of 49 U.S.C. 5333(b) (formerly known as Section 13(c) of the Federal Transit Act) and to apply and comply with the individual employee protection agreement (or agreements) previously entered into by the AGENCY (as referenced below). The AGENCY also agrees to bear full financial responsibility, and hold the DEPARTMENT harmless, for any employee impacts as a result of this project.

The Iowa DOT and the ATU have agreed that the references to be inserted in the above language are as set forth below:

(1) For the contract with the Iowa Northland Regional Transit Commission:

- i. "Agreement Pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended"
- ii. Local Division 1623, Amalgamated Transit Union, AFL-CIO
- iii. April 10, 1991

(2) For the contract with the City of Burlington:

- i. "Agreement Pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended"
- ii. Local Division 212, Amalgamated Transit Union, AFL-CIO
- iii. January 15, 1974

(3) For the contract with the City of Cedar Rapids:

- i. "Agreement Pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended"
- ii. Local Division 638, Amalgamated Transit Union, AFL-CIO
- iii. May 12, 1976

(4) For the contract with the City of Davenport:

- i. "Agreement Pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended"
- ii. Local Division 312, Amalgamated Transit Union, AFL-CIO
- iii. May 7, 1976

(5) For the contract with the Des Moines Metropolitan Transit Authority:

- i. "Agreement Pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended"
- ii. Local Division 441, Amalgamated Transit Union, AFL-CIO, and International Association of Machinists and Aerospace Workers, Local Lodge 479
- iii. October 30, 1973

(6) For the contract with the City of Dubuque:

- i. "Agreement Pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended"
- ii. Local Division 329, Amalgamated Transit Union, AFL-CIO, and International Brotherhood of Teamsters, Local 421
- iii. March 3, 1975

(7) For the contract with the City of Sioux City:

- i. "Agreement Pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended"
- ii. Local Division 779, Amalgamated Transit Union, AFL-CIO
- iii. June 10, 1976

(8) For the contract with the Metropolitan Transit Authority of Black Hawk County:

- i. "Agreement Pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended"
- ii. Local Division 1192, Amalgamated Transit Union, AFL-CIO
- iii. March 23, 1977

The list of AGENCIES with individual local 13(c) agreements other than with the ATU are as follows:

(1) City of Ames

Local 2340, International Union of Operating Engineers, April 8, 1983

(2) University of Iowa - Campus

Iowa Council 61, American Federation of State, County and Municipal Employees, Local 12, July 1, 1977

(3) City of Clinton

Iowa Council 61, American Federation of State, County, and Municipal Employees, Local 888, February 6, 1976

(4) City of Coralville

Iowa Council 61, American Federation of State, County and Municipal Employees, Local 183, August 15, 1979

- (5) City of Iowa City  
Iowa Council 61, American Federation of State, County and Municipal Employees, Local 183, August 15, 1979
- (6) City of Muscatine  
Local 238, International Brotherhood of Teamsters, August 4, 1983